

<i>SERFF Tracking Number:</i>	<i>STNA-125719110</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>KIC-08-001-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Commercial Auto Rental/Excess Auto Rental Program</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001</i>		

## Filing at a Glance

Company: National Specialty Insurance Company

Product Name: Commercial Auto      SERFF Tr Num: STNA-125719110      State: Arkansas

Rental/Excess Auto Rental Program

TOI: 20.0 Commercial Auto      SERFF Status: Closed      State Tr Num: #? \$50

Sub-TOI: 20.0003 Other      Co Tr Num: KIC-08-001-F      State Status: Fees verified

Filing Type: Form      Co Status:      Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Author: Wes Pohler      Disposition Date: 07/09/2008

Date Submitted: 07/08/2008      Disposition Status: Approved

Effective Date Requested (New): On Approval      Effective Date (New): 07/09/2008

Effective Date Requested (Renewal): On Approval      Effective Date (Renewal):  
07/09/2008

State Filing Description:

## General Information

Project Name: Submission of Commercial Auto Rental/Excess Auto      Status of Filing in Domicile: Not Filed  
Rental Program

Project Number: KIC-08-001      Domicile Status Comments: Not filed in Texas

Reference Organization: None      Reference Number: None

Reference Title: None      Advisory Org. Circular: None

Filing Status Changed: 07/09/2008

State Status Changed: 07/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Company is filing the attached Rental and Excess Auto Insurance filing for your review and approval. This program will be used to insure franchise locations in your jurisdiction for USave Auto Rental, Inc. The primary policy will pay all sums an insured legally must pay as damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of a covered auto. The excess policy will pay all sums an insured legally must pay as damages in excess of the primary insurance previously mentioned

SERFF Tracking Number: STNA-125719110 State: Arkansas  
Filing Company: National Specialty Insurance Company State Tracking Number: #? \$50  
Company Tracking Number: KIC-08-001-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
Product Name: Commercial Auto Rental/Excess Auto Rental Program  
Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

## Company and Contact

### Filing Contact Information

Wesley Pohler, Assistant Vice President wes@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033

### Filing Company Information

National Specialty Insurance Company CoCode: 22608 State of Domicile: Texas  
8200 Anderson Boulevard Group Code: 93 Company Type: Property &  
Casualty  
Fort Worth, TX 76120 Group Name: State ID Number:  
(800) 877-4567 ext. [Phone] FEIN Number: 75-2816775  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: AR Fee  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Specialty Insurance Company	\$0.00	07/08/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
29878	\$50.00	07/07/2008

SERFF Tracking Number:	STNA-125719110	State:	Arkansas
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TOI:	20.0 Commercial Auto	Sub-TOI:	20.0003 Other
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/09/2008	07/09/2008

<i>SERFF Tracking Number:</i>	<i>STNA-125719110</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Commercial Auto Rental/Excess Auto Rental Program</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001</i>		

## **Disposition**

Disposition Date: 07/09/2008

Effective Date (New): 07/09/2008

Effective Date (Renewal): 07/09/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125719110 State: Arkansas

Filing Company: National Specialty Insurance Company State Tracking Number: #? \$50

Company Tracking Number: KIC-08-001-F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Auto Rental/Excess Auto Rental Program

Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter - AR	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	ISO Forms Listing	Approved	Yes
Form	DEDUCTIBLE LIABILITY COVERAGE	Approved	Yes
Form	FAMILY IMMUNITY ENDORSEMENT	Approved	Yes
Form	Limits of Liability Endorsement	Approved	Yes
Form	Uninsured Motorist Coverage Endorsement	Approved	Yes
Form	Monthly Reporting Endorsement	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Excess Declarations Page	Approved	Yes
Form	System Account Endorsement	Approved	Yes
Form	Rental Auto Policy	Approved	Yes
Form	Excess Auto Rental Policy	Approved	Yes
Form	Terrorism Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Additional Location Schedule	Approved	Yes
Form	Family Immunity Endorsement	Approved	Yes
Form	Broad For Who is an Insured	Approved	Yes
Form	Arkansas Important Policyholder Information	Approved	Yes

SERFF Tracking Number: STNA-125719110 State: Arkansas

Filing Company: National Specialty Insurance Company State Tracking Number: #? \$50

Company Tracking Number: KIC-08-001-F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Auto Rental/Excess Auto Rental Program

Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	DEDUCTIBLE LIABILITY COVERAGE	CWCA301		Endorsement New nt/Amendment/Conditions		0.00	CWCA0301-Deductible liability coverage.pdf
Approved	FAMILY IMMUNITY ENDORSEMENT	KI0815	06 08	Endorsement New nt/Amendment/Conditions		0.00	KI0815 Family Immunity Endorsement.pdf
Approved	Limits of Liability Endorsement	KI0935	06 08	Endorsement New nt/Amendment/Conditions		0.00	KI0935 Limits of Liability Endorsement.pdf
Approved	Uninsured Motorist Coverage Endorsement	KI0936	06 08	Endorsement New nt/Amendment/Conditions		0.00	KI0936 UM Endorsement.pdf
Approved	Monthly Reporting Endorsement	KI0942	06 08	Endorsement New nt/Amendment/Conditions		0.00	KI0942 MONTHLY REPORTING.pdf
Approved	Declarations Page	KI3007	06 08	Declaration News/Schedule		0.00	KI3007 MAIN Dec Page.pdf
Approved	Declarations Page	KI3008	06 08	Declaration News/Schedule		0.00	KI3008 SF Dec Page.pdf
Approved	Excess Declarations Page	KI3010	06 08	Declaration News/Schedule		0.00	KI3010 SX Dec page.pdf
Approved	System Account Endorsement	KI3018	06 08	Endorsement New nt/Amendment		0.00	KI3018 System

SERFF Tracking Number: STNA-125719110 State: Arkansas

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TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Auto Rental/Excess Auto Rental Program

Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

					ent/Condi ons	Account Endorsemen t.pdf
Approved	Rental Auto Policy	KNI-NSIC-08 05 US-AZ- 100		Policy/CoveNew rage Form	0.00	KNI-NSIC- US- 100.Policy 1.Rental Auto Coverage Form.pdf
Approved	Excess Auto Rental Policy	KNI-NSIC-06 08 US-101		Policy/CoveNew rage Form	0.00	KNI-NSIC- US- 101.Policy 2.Excess Rental Liability Coverage Form.pdf
Approved	Terrorism Endorsement	U-CA-531-06 08 A		Endorseme New nt/Amendm ent/Condi ons	0.00	UCA531A.pd f
Approved	Additional Insured Endorsement	KI0138	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	KI0138 1187- Additional Insured.pdf
Approved	Additional Location Schedule	KI0808AL	06 08	Declaration New s/Schedule	0.00	KI0808AL USaveRenta IFranchiseLi stFinal.pdf
Approved	Family Immunity Endorsement	KI0815	06 08	Endorseme New nt/Amendm ent/Condi ons		KI0815- Family Immunity Endorsemen t.pdf
Approved	Broad For Who is an Insured	KI3055	06 08	Endorseme New nt/Amendm ent/Condi		KI3055 - Broad Form Who Is An

SERFF Tracking Number: STNA-125719110 State: Arkansas  
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
Product Name: Commercial Auto Rental/Excess Auto Rental Program  
Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

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Approved Arkansas UG108a 06 08 Endorseme New UG108a-  
Important nt/Amendm Arkansas -  
Policyholder ent/Condi Important  
Information ons Policyholder  
Information.p  
df





POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.

## DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

RENTAL AUTO COVERAGE FORM  
EXCESS RENTAL LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

Franchise Services of North America Inc.  
U-Save Car & Truck Rental

**Endorsement Effective Date:**

June 1, 2008

**Schedule**

Liability Deductible:	\$100,000	Per "Accident"
"Property Damage" Deductible:	\$N/A	Per "Accident"

**Liability Coverage** is changed as follows:

**A. Liability Coverage Deductible**

The damages caused in anyone "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

**Property Damage Liability Deductible**

**B. Property Damage Liability Coverage Deductible**

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in anyone "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

**C. Our Right To Reimbursement**

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

POLICY NO.:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FAMILY IMMUNITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
NON-TRUCKING POLICY  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Changes in LIABILITY COVERAGE

The following is added to EXCLUSIONS:

This insurance does not apply to:

“Bodily injury” to any “insured” or any family member of an “insured”

- a. who resides in the same household as an “insured; and
- b. while such “insured” or family member is occupying a covered “auto.”

## NATIONAL SPECIALTY INSURANCE COMPANY

This endorsement forms a part of Policy Number **Enter Policy Number Here**

### THE LIMITS OF LIABILITY ARE AS SCHEDULED BELOW

	Bodily Injury		Property Damage
	Each Person	Each Accident	Each Accident
AK	50 Thousand	100 Thousand	25 Thousand
AL	20 Thousand	40 Thousand	10 Thousand
AR	25 Thousand	50 Thousand	25 Thousand
AZ	15 Thousand	30 Thousand	10 Thousand
CA	15 Thousand	30 Thousand	5 Thousand
CO	25 Thousand	50 Thousand	15 Thousand
CT	20 Thousand	40 Thousand	10 Thousand
DC	25 Thousand	50 Thousand	10 Thousand
DE	10 Thousand	20 Thousand	5 Thousand
FL	10 Thousand	50 Thousand	10 Thousand
GA	25 Thousand	40 Thousand	25 Thousand
HI	20 Thousand	40 Thousand	10 Thousand
IA	20 Thousand	50 Thousand	15 Thousand
ID	25 Thousand	100 Thousand	15 Thousand
IL	50 Thousand	50 Thousand	50 Thousand
IN	25 Thousand	50 Thousand	10 Thousand
KS	25 Thousand	50 Thousand	10 Thousand
KY	25 Thousand	50 Thousand	10 Thousand
LA	10 Thousand	20 Thousand	10 Thousand
MA	20 Thousand	40 Thousand	5 Thousand
MD	20 Thousand	40 Thousand	15 Thousand
ME	50 Thousand	100 Thousand	25 Thousand
MI	20 Thousand	40 Thousand	10 Thousand
MN	30 Thousand	60 Thousand	10 Thousand
MO	25 Thousand	50 Thousand	10 Thousand
MS	10 Thousand	20 Thousand	5 Thousand
MT	25 Thousand	50 Thousand	10 Thousand
NC	30 Thousand	60 Thousand	25 Thousand
ND	25 Thousand	50 Thousand	25 Thousand
NE	25 Thousand	50 Thousand	25 Thousand
NH	25 Thousand	50 Thousand	25 Thousand
NJ	15 Thousand	30 Thousand	5 Thousand
NM	25 Thousand	50 Thousand	10 Thousand
NV	15 Thousand	30 Thousand	10 Thousand
NY	25 Thousand	50 Thousand	10 Thousand
OH	12.5 Thousand	25 Thousand	7.5 Thousand

OK	25 Thousand	50 Thousand	25 Thousand
OR	25 Thousand	50 Thousand	10 Thousand
PA	15 Thousand	30 Thousand	5 Thousand
RI	25 Thousand	50 Thousand	25 Thousand
SC	15 Thousand	30 Thousand	10 Thousand
SD	25 Thousand	50 Thousand	25 Thousand
TN	25 Thousand	50 Thousand	10 Thousand
TX	20 Thousand	40 Thousand	15 Thousand
UT	25 Thousand	50 Thousand	15 Thousand
VA	25 Thousand	50 Thousand	20 Thousand
VT	25 Thousand	50 Thousand	10 Thousand
WA	25 Thousand	50 Thousand	10 Thousand
WI	25 Thousand	50 Thousand	10 Thousand
WV	20 Thousand	40 Thousand	10 Thousand
WY	25 Thousand	50 Thousand	20 Thousand

The limits of Insurance scheduled above by state are applicable to any covered auto while that covered auto is being operated in that state.

## NATIONAL SPECIALTY INSURANCE COMPANY

This endorsement, effective **Enter endorsement effective date here** forms a part of Policy Number SF **Enter Policy Number here**

The limit of insurance referred to in the Uninsured Motorists Coverage endorsement under Our Limit of Insurance is as scheduled below.

### UM Coverage:

	UM Bodily Injury		UM Property Damage
	Each Person	Each Accident	Each Accident
AK	N/A	N/A	N/A
AL	N/A	N/A	N/A
AR	N/A	N/A	N/A
AZ	N/A	N/A	N/A
CA	N/A	N/A	N/A
CO	N/A	N/A	N/A
CT	20 Thousand	40 Thousand	N/A
DC	25 Thousand	50 Thousand	5 Thousand*
DE	N/A	N/A	N/A
FL	N/A	N/A	N/A
GA	N/A	N/A	N/A
HI	N/A	N/A	N/A
IA	N/A	N/A	N/A
ID	N/A	N/A	N/A
IL	20 Thousand	40 Thousand	N/A
IN	N/A	N/A	N/A
KS	25 Thousand	50 Thousand	N/A
KY	N/A	N/A	N/A
LA	N/A	N/A	N/A
MA	20 Thousand	40 Thousand	N/A
MD	20 Thousand	40 Thousand	15 Thousand
ME	50 Thousand	100 Thousand	N/A
MI	N/A	N/A	N/A
MN	25 Thousand	50 Thousand	N/A
MO	25 Thousand	50 Thousand	N/A
MS	N/A	N/A	N/A
MT	N/A	N/A	N/A
NC	N/A	N/A	N/A
ND	25 Thousand	50 Thousand	N/A
NE	25 Thousand	50 Thousand	N/A
NH	25 Thousand	50 Thousand	N/A
NJ	15 Thousand	30 Thousand	5 Thousand

NM	N/A	N/A	N/A
NV	N/A	N/A	N/A
NY	25 Thousand	50 Thousand	N/A
OH	N/A	N/A	N/A
OK	N/A	N/A	N/A
OR	25 Thousand	50 Thousand	N/A *
PA	N/A	N/A	N/A
RI	N/A	N/A	N/A
SC	15 Thousand	30 Thousand	10 Thousand *
SD	25 Thousand	50 Thousand	N/A
TN	N/A	N/A	N/A
TX	N/A	N/A	N/A
UT	N/A	N/A	N/A
VA	25 Thousand	50 Thousand	20 Thousand
VT	50 Thousand	100 Thousand	10 Thousand **
WA	N/A	N/A	N/A
WI	25 Thousand	50 Thousand	N/A
WV	20 Thousand	40 Thousand	10 Thousand
WY	N/A	N/A	N/A

\* Subject to a \$200 deductible

\* \* Subject to a \$150 deductible



NATIONAL SPECIALTY INSURANCE COMPANY  
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**FRANCHISEE/LICENSEE/CERTIFICATE HOLDER**  
**MONTHLY REPORTING PREMIUM PAYMENT AND DEPOSIT ENDORSEMENT**

**Endorsement Effective**

XXXXXXXX

**Policy Number** XXXXXXXXXXX

**Name Insured**

U-SAVE AUTO RENTAL

DBA U-SAVE AUTO RENTAL OF AMERICA, U-SAVE CAR & TRUCK RENTAL

You, as a franchisee, licensee, certificate holder, or a member of an association (hereinafter) called you, agree to pay premiums for this insurance as shown below:

**A. Deposit Premium**

At certificate inception, you agree to pay us a deposit premium. The deposit premium is subject to adjustment by us at any time during the policy period when "autos" are added to the policy by you.

Additional deposit premiums will be billed to you and will be due the same date as monthly premiums are due. Failure to pay additional deposit premiums when due shall be cause for cancellation by us for nonpayment of premium.

Deposit premiums shall be held by us until policy expiration or termination. Provided all other premiums due us under the policy have been paid, the deposit premium shall be returned to you as soon as possible after policy expiration or termination. If other premiums due us have not been paid as of the policy expiration or termination, the deposit premiums will be used to pay such premiums and only the excess of the deposit premiums will be returned to you.

**B. Monthly Reporting**

You shall submit a schedule of all covered autos to us listing the make, model and serial number of each such covered "auto" at each location. This report shall show all covered "autos" as of the first day of each calendar month and the effective date of any addition or deletion of any covered "auto" for that calendar month. All reports shall be due the 15th day of each month, for a total of twelve (12) monthly payments. With this schedule a Monthly Reporting Form shall be submitted reflecting the premium calculation.

**C. Other Premiums**

Premium payment shall be received by us no later than the 15th day of each month, based upon a Monthly Reporting Form.

The premium for each covered "auto" shall be:

LIABILITY:	\$PER LOCATION Per Car Per Month
PHYSICAL DAMAGE:	\$PER LOCATION Per Car Per Month

The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to a daily rate times the number of days coverage.

$$\text{DAILY RATE} = \frac{\text{Monthly Rate Per Car} \times 12}{\text{Months 360 Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount billed will be the full monthly per car rate.

Premium as calculated on the Monthly Reporting Form is payable directly to us by the Corporate Office no later than the 15th day of the month.

In the event of cancellation, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified on the Monthly Reporting Form and charged for the number of days, the certificate was in force during the calendar month of cancellation.

COMMON POLICY -DECLARATIONS

NATIONAL SPECIALTY INSURANCE COMPANY

Named Insured and Mailing Address Agent  
FRANCHISE SERVICES OF NORTH AMERICA INC  
U-SAVE CAR & TRUCK RENTAL  
4780 I-55 NORTH  
JACKSON MS 39211

Agent  
Sonoran National Insurance Group  
7502 E. Pinnacle Peak Road, Suite B210  
Scottsdale, AZ 85255

Policy Period:

12:01 A.M. Standard Time at your mailing address  
shown above. (Unless otherwise endorsed)

Business Description: Auto Rental

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS  
OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN  
THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PART	POLICY PREFIX	COVERAGE PART DECLARATIONS (FORM NUMBER)	PREMIUM
Rental Automobile Liability	SF	SEE KI3008	SEE KI0942
Excess Auto Liability	SX	SEE KI3010	SEE KI0942
TOTAL			KI0942

Date of Issue: XX/XX/XX

Countersigned By: \_\_\_\_\_  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON  
POLICY CONDITIONS COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM (S) AND FORMS  
AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART  
THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FRANCHISEE/LICENSEE/CERTIFICATE HOLDER MONTHLY REPORTING  
PREMIUM PAYMENT AND DEPOSIT ENDORSEMENT**

Endorsement Effective:                      Policy Number:

Name Insured U-SAVE AUTO RENTAL

DBA U-SAVE AUTO RENTAL OF AMERICA, U-SAVE CAR & TRUCK RENTAL

You, as a franchisee, licensee, certificate holder, or a member of an association (hereinafter) called you, agree to pay premiums for this insurance as shown below:

**A. Monthly Reporting**

You shall submit a schedule of all covered autos to us listing the make, model and serial number of each such covered "auto" at each location. This report shall show all covered "autos" as of the first day of each calendar month and the effective date of any addition or deletion of any covered "auto" for that calendar month. All reports shall be due the 15th day of each month, for a total of twelve (12) monthly payments. With this schedule a Monthly Reporting Form shall be submitted reflecting the premium calculation.

**B. Other Premiums**

Premium payment shall be received by us no later than the 15th day of each month, based upon a Monthly Reporting Form.

The premium for each covered "auto" shall be:

Liability:                      \$PER LOCATION Per Car Per Month

Physical Damage:        \$PER LOCATION Per Car Per Month

The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to a daily rate times the number of days coverage.

$$\text{DAILY RATE} = \frac{\text{Monthly Rate Per Car} \times 12 \text{ Months}}{360 \text{ Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount billed will be the full monthly per car rate.

Premium as calculated on the Monthly Reporting Form is payable directly to us by the Corporate Office no later than the 15th day of the month.

In the event of cancellation, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified on the Monthly Reporting Form and charged for the number of days, the certificate was in force during the calendar month of cancellation.



RENTAL AUTO COVERAGE FORM DECLARATIONS

NATIONAL SPECIALTY INSURANCE COMPANY

**Policy Number**

SFXXXXXX

**Renewal Of**

**Policy Period**

5/01/2008 – 5/01/2009

12:01 A.M. Standard Time at your mailing address  
shown above. (Unless otherwise endorsed)

Item 1.

Named Insured and Mailing Address Agent  
FRANCHISE SERVICES OF NORTH AMERICA INC  
U-SAVE CAR & TRUCK RENTAL  
4780 I-55 NORTH  
JACKSON MS 39211

Agent's Name and Address  
Sonoran National Insurance Group  
7502 E. Pinnacle Peak Road, Suite B210  
Scottsdale, AZ 85255

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Business of Named Insured is AUTO RENTAL

Description of COVERED AUTOS

Entry below of one or more of the symbols from the COVERED AUTO Section of the Rental Auto Coverage Form show which autos are covered autos.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 2.

COVERAGES		LIMITS OF INSURANCE	COVERED AUTOS	PREMIUMS
Automobile Liability				
BODILY INJURY	- each person	SEE KI0935	10	SEE KI0942
	-each accident			
PROPERTY DAMAGE	-each accident			
UM/UIM	-each person	SEE KI0936	10	SEE KI0942
P.I.P.		SEE KI0934	10	SEE KI0942

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ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM  
KI3022

Date of Issue: XX/XX/XX

Countersigned By: \_\_\_\_\_



# EXCESS RENTAL COVERAGE FORM DECLARATION

## NATIONAL SPECIALTY INSURANCE COMPANY

POLICY NUMBER	RENEWAL OF	POLICY PERIOD
SX0	SX	From 05/01/2008 To 05/01/2009 12:01 A.M. Standard Time at your mailing address shown below. (unless otherwise endorsed)

Item 1.  
Named Insured and Mailing Address  
FRANCHISE SERVICES OF NORTH AMERICA  
U-SAVE CAR & TRUCK RENTAL  
4780 I-55 NORTH  
JACKSONMS 39211

Item 2.  
Agent's Name and Address  
Sonoran National Insurance Group  
7502 E. Pinnacle Peak Road, Suite B210  
Scottsdale, AZ 85255

ALPHA  
U-SAVEAUTO

---

Item 3.

NAME OF PRIMARY INSURER	POLICY NO
NATIONAL SPECIALTY INSURANCE COMPANY	SFXXXXXX

Your Policy requires that primary insurance with limits equal to the amounts shown in Column 1 remain in force for the term of this policy.

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DESCRIPTION OF AUTOMOBILE (S)  
COVERFED AUTOS AS DEFINED BY THE UNDERLYING PRIMARY INSURER

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Item 4.  
This insurance applies only to the coverage for which you pay a premium and does not apply to automobiles you own unless 1) the automobile is listed above and 2) a premium for the automobile is entered on this declaration page. Our limit for each coverage is stated below subject to all the terms of this policy.

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POLICY COVEREAGES	I UNDERLYING LIMITS OF PRIMARY INSURANCE	II COMPANY LIMITS OF LIABILITY SHALL NOT EXCEED THE DIFFERENCE BETWEEN THE LIMITS SHOWN IN COLUMN I AND COLUMN II	PREMIUMS
Automobile Liability BODILY INJURY -each person -each accident PROPERTY DAMAGE -each accident	SEE KI0935	Excess Auto Liability BODILY INJURY AND PROPERTY DAMAGE COMBINED -- EACH ACCIDENT SEE KI3023	See KI0942

ENDORSEMENTS  
KI3022

DATE OF ISSUE: XX/XX/XX

COUNTERSIGNED BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



NATIONAL SPECIALTY INSURANCE COMPANY

This endorsement, effective 05/01/08 forms a part of Policy No. SX

LIMIT OF LIABILITY -AUTOMOBILE LIABILITY

The Company's Limit of Liability for Bodily Injury and Property Damage combined, applicable to the owner of a scheduled auto, shall not exceed the difference between the limits shown on the Declarations Page of this policy, Column I -and the Limits of Liability selected by the Certificate Holder and indicated in the "Excess Limits" section of the Certificate of Insurance issued to Certificate Holder.

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Dated

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Signature of Authorized Representative

**BIG NOTE: PLEASE ATTACH**

State endorsements list and locations to the endorsement form B

NATIONAL SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES (FORM B)

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Policy No. \_\_\_\_\_ Policy Changes Effective \_\_\_\_\_ Authorized Representative \_\_\_\_\_

Named Insured

U-Save Auto Rental

U-Save Auto Rental of America

U-Save Car & Truck Rental

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THE FOLLOWING ARE LOCATIONS ADDED TO THIS POLICY:

## SYSTEM ACCOUNT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. "Named Insured" includes any "certificate holder" who has completed an agreement subscribing to the rules and regulations of the "Named Insured" shown on the Declarations Page of the policy and whose name and address is added to this policy by endorsement.

"Certificate holder" means any franchisee, licensee or Association Member endorsed onto the policy as an additional "Named Insured", during the period of time shown as the effective dates on the Certificate of Insurance.

2. Section A. Cancellation, in the policy conditions shown on the policy jacket, is deleted in its entirety and replaced by the following:

- a) You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b) We may cancel the policy by mailing the first Named Insured at least 60 days notice at the first Named Insured's last address known to us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- c) Any "Certificate holder" may cancel his/her Certificate of Insurance by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- d) In the event we elect to cancel coverage for any "certificate holder", we will mail the "certificate holder" at least 10 days notice, or the number of days required by law in the state in which the "certificate holder" resides. We may also advise the "certificate holder" of any additional premium due for any additional extended period of coverage required by such notice. Failure of the "certificate holder" to pay any additional premium will revert the extended period of coverage to 10 days from the date notice is mailed to the "certificate holder".
- e) The effective date of cancellation stated in the notice shall become the end of the policy period.
- f) If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be, computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

3. We agree:

- 1) To pay the minimum benefits prescribed by applicable state law for personal injury protection and any other benefits mandated by statutes commonly known as "No-Fault" laws.
- 2) To pay the minimum split limit benefits prescribed by applicable state law in those states where it is mandatory to provide Uninsured/Underinsured Motorist Benefits protection. You agree, wherever applicable state law allows, that you have elected to reject Uninsured and/or Underinsured Motorist Benefits under this policy.

## **Rental Auto Coverage Form**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

Read the entire policy carefully to determine rights, duties and what is and is not covered. Various provisions in this policy restrict coverage.

### **SECTION I – DESCRIPTION OF COVERED AUTOS**

#### **COVERED AUTO DESIGNATION**

The Declarations identifies the specific "autos" that are covered "autos" for each of your coverages. The following numerical symbols identify the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### **DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:**

- 1 =ANY "AUTO".
- 2 =OWNED "AUTOS" ONLY. Only those "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.
- 3 =OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
- 4 =OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type. This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
- 5 =OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 =OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorist Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
- 7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM TWO of the Declarations for which a premium charge is shown.
- 8 =HIRED "AUTOS" ONLY. Only those "autos" you lease or hire for use for SHORT-TERM rental to others. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.
- 9 =NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees" or partners or members of their households but only while used in your business or your personal affairs.
- 19 =MOBILE EQUIPMENT SUBJECT TO COMPULSORY OR FINANCIAL RESPONSIBILITY OR OTHER MOTOR VEHICLE INSURANCE LAW ONLY. Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they

were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

### **OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

Any "auto" you acquire to replace a covered "auto" or that is an additional "auto" will be covered only if:

1. You add the "auto" to the schedule of covered "autos" and report the "auto" to us within five (5) days of taking possession of the "auto"; and
2. You do not rent the "auto" before reporting it to us.

### **CERTAIN TRAILERS AND MOBILE EQUIPMENT**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designated primarily for travel on public roads; and
2. "Tow dollies" while being towed by a covered "auto" by you or your "employee".

## **SECTION II – INSURING AGREEMENT**

### **A. OUR PROMISE TO YOU**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Liability has been exhausted or tendered by payment of judgments or settlements.

### **1. WHO IS AN INSURED**

The following are "insureds":

- a) You for any covered "auto";
- b) Your "employee", but only while acting within the scope of his or her duties; and
- c) Anyone else while using with your permission a covered "auto" you own, except as set forth in Section II. A. 2.

### **2. WHO IS NOT AN INSURED**

The following are not "insureds":

- a) Anyone using a covered "auto" you own, hire or borrow without your permission.
- b) The owner or anyone else from whom you hire or borrow a covered "auto." This does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
- c) The "rentee" or any driver designated in a "rental agreement", except and only to the extent provided by Section II. A. 3., "Contingent Insurance for Rentees";
- d) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- e) Your "employee" if that "employee" or a member of his or her household owns the covered "auto";
- f) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto";
- g) Someone using a covered "auto" while he or she is working in a business selling, moving, transporting, servicing, repairing or parking "autos" unless that business is yours;

### **3. CONTINGENT INSURANCE FOR RENTEES**

This policy does not insure the "rentee" or any driver designated in a "rental agreement" if there is any other applicable automobile liability insurance or "self insurance", whether primary, excess, or contingent, with limits of liability or retained limits at least equal to the limits provided by this policy. If the "rentee" and any driver designated in a "rental agreement" are not insured by any other applicable automobile liability insurance or "self insurance", whether primary, excess, or contingent, or if the limits of such insurance or retained limits are less than the limits provided by this Coverage Form, then:

- a. Such person becomes an "insured" under this Coverage Form only for the amount by which the limits provided by this Coverage Form exceed the limits of all other insurance or "self insurance", whether primary, excess, or contingent; and
- b. All other insurance or "self insurance", whether primary, excess, or contingent, shall be primary, and any insurance provided by this Coverage Form shall be excess over all other such insurance.

### **4. COVERAGE EXTENSIONS**

- a. Supplementary Payments:  
We will pay for the "insured":
  - (1) All expenses we incur;
  - (2) Up to \$2,000 for the cost of bail bonds, including bonds for related traffic law violations, required because of an "accident" we cover. We do not have to furnish these bonds;
  - (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for the bond amounts within our Limit of Insurance;
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work up to 10 days maximum;
  - (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend;
  - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest

- ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance; and
- (7) All expenses incurred by an "insured" for first aid to others at the time of an "accident". These payments will not reduce the Limit of Insurance.

b. Out of State Coverage Extensions:

While a covered "auto" is used or operated in any other state or Canadian province we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction, except:

- (1) This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property; and
- (2) We will not pay anyone more than once for the same elements of "loss" because of these extensions.

## EXCLUSIONS

The insurance does not apply to any of the following exclusions:

1. EXPECTED OR INTENDED INJURY - "Bodily injury" or "property damage" expected or intended from the standpoint of an "insured."
2. CONTRACTUAL - Liability assumed under any contract or agreement. This exclusion does not apply to liability for damages:
  - a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - b. That the "insured" would have in the absence of the contract or agreement.
3. WORKERS' COMPENSATION - Any obligation for which the "insured" or the "insured's" insurer may 'be held 'liable under' any workers' , compensation, disability benefits or unemployment compensation law or any similar law
4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY - "Bodily injury" to:
  - a. An "employee" of the "insured" arising out of and in the course of:
    - (1) Employment by the "insured"; or
    - (2) Performing the duties related to the conduct of the "insured's" business; or
  - b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above. This exclusion applies:
    - (1) Whether the "insured" may be liable as an employer or in any other capacity; and
    - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. FELLOW EMPLOYEE - "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. CARE, CUSTODY OR CONTROL - "Property damage" to or "covered pollution cost or expense" involving property transported by the "insured" or in the "insured's" care, custody or control. This exclusion does not apply to liability assumed under a sidetrack agreement.
7. RENTAL AGREEMENT - The "rentee" or any driver while a covered "auto" is used or operated in violation of the terms and conditions of the "rental agreement" under which the covered "auto" is rented.
8. RENT-IT-HERE/LEAVE-IT-THERE AUTOS - The owner or "rentee" of "rent-it-here/leave-it-there autos" not owned by you.
9. WAR - "Bodily injury" or "property damage" arising directly or indirectly out of war, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
10. MAINTENANCE OR REPAIRS - "Bodily injury" or "property damage" resulting from maintenance or repairs performed by you, any business under your control which provides "auto" related services; or anyone else for which you have other liability coverage.
11. POLLUTION - "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, see page, migration, release or escape of "pollutants":
  - a. That are, or that are contained in any property that is being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto"; otherwise in the course of transit by or on behalf of the "insured"; or being stored, disposed of, treated or processed in or upon the covered "auto";
  - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
  - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured". Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
12. RACING - Any "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## **LIMIT OF INSURANCE**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from anyone "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

The most we will pay for all damages resulting from "bodily injury" to anyone person caused by anyone "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each person. This includes all damages claimed by anyone person or organization for care, loss of services or death resulting from the "bodily injury".

The most we will pay for all damages resulting from "property damage" caused by anyone "accident" is the limit of "Property Damage" Liability shown in the Schedule. All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".



No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## **GENERAL CONDITIONS**

### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

### **CANCELLATION**

In addition to the Cancellation Provision contained in the Common Policy Conditions, you agree that if we have made government regulatory filings or there is a loss payee or an additional "insured", the effective date of cancellation shall not be earlier than that date required to terminate such governmental filings or comply with notice requirements to the loss payee or additional "insured".

### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at anytime as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **NO BENEFIT TO BAILEE -PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **OTHER INSURANCE**

For any covered "auto" you own, this Coverage Form provides:

- a. Primary insurance for a covered "auto" while used by you or your "employee" while acting within the scope of his or her duties, or anyone else while using a covered "auto" with your permission, except a "rentee" or other driver designated in a "rental agreement".
- b. Contingent liability insurance for a "rentee" or other driver designated in a "rental agreement", but only if such "rentee" or other designated driver:
  - (1) Has no other available insurance or "self insurance", whether primary, excess or contingent, then he or she is an "insured" but only up to the limits provided by this Coverage Form; or

(2) Has other available insurance less than the limits provided by this Coverage Form, then he or she is an excess insured only for the amount by which the limits provided by this Coverage Form exceed the limits of his or her other insurance, or retained limit.

- c. Excess insurance if the covered "auto" is a "trailer" connected to another vehicle.
- d. Primary coverage for liability assumed under an "insured contract". If other applicable insurance or "self insurance" applies to liability assumed under an "insured contract", we are excess.

#### **PREMIUM AUDIT**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures: The estimated total premium will be credited against the final premium due and the first Named "Insured" will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named "Insured" will get a refund.
- b. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy and may not be waived.
- c. Except as provided in paragraph a. above, the EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition continues to apply.

#### **POLICY PERIOD AND COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America
- b. Canada.

The coverage territory does not include Mexico, or Puerto Rico.

#### **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under anyone Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

#### **SECTION V - DEFINITIONS**

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle

insurance law where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Covered pollution cost or expense" means any cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing; or in any way responding to or assessing the effects of "pollutants".

"Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

"Insured" means any person or organization qualifying as an "insured" in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

"Insured Contract" means a lease of premises; a sidetrack agreement; an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade; any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; or an indemnification of a municipality as required by ordinance, except in connection with work for a municipality. An "insured contract" does not include that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you or any of your "employees", whether the "auto" is loaned, leased or rented with a driver or not.

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include "temporary worker".

"Loss" means direct and accidental loss or damage.

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. Self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos"

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, or carcinogen including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Property damage" means damage to or loss of use of tangible property.

"Rental Agreement" means the written rental contract by which the "rentee" rents or leases the "rental vehicle" from the Named "Insured".

"Rental Vehicle" means the covered "auto" rented or leased by the "rentee" from the Named "Insured" and described in the "rental agreement".

"Rentee" means the person or organization named in the "rental agreement" who rents or leases an "auto" from the Named "Insured".

"Rent-it-here/leave-it-there autos" means an "auto" a "rentee" rents from someone other than you and leaves with you.

"Self insurance" means any plan of risk retention in which a program or procedure has been established other than insurance to meet the adverse result of a "loss".

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "covered pollution" cost or expense" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

"Tow dolly" means a vehicle towed by a motor vehicle and designed and used exclusively to transport another motor vehicle and upon which the front or rear wheels of the towed motor vehicle are mounted, while the other wheels of the towed motor vehicle remain in contact with the ground. "Tow dolly" does not include a portable or collapsible dolly.

"Trailer" includes semitrailer.

## EXCESS AUTO RENTAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named "Insured" shown in the "Declarations". The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI-DEFINITIONS**.

### SECTION I - INSURING AGREEMENT

We will pay all sums an "insured" legally must pay as damages in excess of the "primary insurance" for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". We will not provide coverage if the "loss" is not covered under the "primary insurance". We have no duty to assume responsibility for the investigation, settlement, defense or appeal of any claim made, "suit" brought, or proceeding instituted against you. However, we have the right and will be given the opportunity to investigate and be associated in the defense and trial of any claim, "suit" or proceeding, which we think may create a liability on our part under this Coverage Form. If we exercise this right, we will assume our proportionate share of all court costs, legal fees, investigation costs and interest incurred with our consent.

In the event you or the "primary insurer" do not appeal a judgment which is in excess of the "primary insurance", we may elect to do so at our own cost. We will not defend any "suit" or make additional payments after we have paid or tendered our Limit of Liability for the coverage. "

### SECTION II - WHO IS INSURED

The following are "insureds" in this policy:

1. You for any covered "auto";
2. Employee(s) for any covered "auto", while acting within the course and scope of their employment.
3. Corporate officers or directors for any covered "auto", while acting within the course and scope of their employment.
4. Your partners for any covered "auto", while acting within the course and scope of their employment.

### SECTION III - WHO IS NOT AN INSURED

The following are not "insureds":

Anyone or any organization not described in the **WHO IS INSURED** section above.

### SECTION IV - EXCLUSIONS

In addition to all of the exclusions contained in the "primary insurance", this insurance does not apply to any of the following:

1. The "rentee"; or

2. Any claim or indemnification for "Bodily Injury" or "Property Damage" brought under primary Uninsured or Underinsured Motorist, Family Protection, No-Fault, Personal Injury Protection Coverage or law, or under any similar coverage or law as provided by the "primary insurer" unless such coverage is specifically provided under Policy Coverages Item 4. of the "Declarations" or by a separate endorsement attached to this policy.

## **SECTION V - CONDITIONS**

### **LIMITS OF LIABILITY**

Our Coverage Form is an excess policy that is over a "primary insurance" policy. We will not pay under this policy until the "primary insurer" has paid the full amount of "primary insurance". Our obligation does not extend beyond the excess limits shown in the "Declarations".

The most we will pay for the total damages resulting from anyone "accident" is the Limit of Insurance for Liability Coverage shown in the "Declarations". This applies regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident".

The following limits are shown on the "Declarations" and apply to losses in excess of the applicable limits of "primary insurance":

1. The limit of Combined Single Limit "Bodily Injury" and "Property Damage" Liability for each "accident" or occurrence is the most we will pay for all "loss" resulting from anyone "accident" or occurrence.
2. The limit of "Bodily Injury" Liability for each person is the limit of the liability for "loss" arising out of "bodily injury" sustained by one person as the result of anyone "accident".
3. The limit of "Bodily Injury" Liability for each "accident" or occurrence is, subject to the above provision respecting each person, the total limit of our liability for "loss" arising out of "bodily injury" sustained by two or more persons as a result of anyone "accident". Loss of use or consortium shall not constitute a separate claim for "bodily injury".
4. The limit of "Property Damage" Liability for each "accident" or occurrence is the total limit of our liability for "loss" arising out of injury to or destruction of all property of one or more persons or organizations as the result of any one "accident".

### **NEWLY ACQUIRED AUTOMOBILES**

If coverage is afforded under the "primary insurance" for newly acquired "auto" then this Coverage would apply

### **PRIMARY INSURANCE**

Unless a provision to the contrary appears in our policy, all the conditions, definitions, agreements, exclusions and limitations of the "primary insurance", including changes by endorsement, will apply to our Coverage Form. If you make changes, you will notify us as soon as practical of the change.

### **CHANGES**

The terms of this Coverage form will not be waived, changed or modified except by endorsement issued to form a part of this Coverage Form.

### **DUTIES IN THE EVENT OF A LOSS**

1. In the event of an "accident", "loss", or "suit", you or someone on your behalf must give us or our authorized representative prompt notice of the "accident" or "loss". Such notice must include:
  - a. "Insured's" identification contact information;
  - b. General facts of the "accident" or "loss"; and

- c. Names and addresses of any other drivers, injured persons and witnesses.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative will be deemed notice to us.

- 2. In addition, you and any other involved "insured" must:
  - a. Make no payment or incurred expense without our consent and assume no obligation, except at the "insured's" own cost;
  - b. Send copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as possible;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit";
  - d. Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
  - e. Authorize us to obtain medical records or other pertinent information;
  - f. Allow us to take written or recorded statements, including statements under oath; and

#### **OTHER INSURANCE**

If you have any other applicable insurance with any other insurance company covering a "loss" also covered by this policy, the insurance afforded by this Coverage Form shall be in excess of and shall not contribute with such other insurance. When we refer to other applicable insurance, it does not include the "primary insurance" or insurance specifically purchased by you to be in excess of this insurance.

#### **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a) There has been full compliance with all the terms of this Coverage Form; and
- b) Under Liability Coverage, we agree in writing that the "insured" has an obligation to payor until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### **MAINTENANCE OF PRIMARY INSURANCE**

It is agreed by you that the "primary insurance" will be maintained in force as collectible insurance during the full period of this policy. If you fail to maintain such policy, the insurance afforded by this policy will apply in the same manner it would have applied had such policies been so maintained in force.

#### **TERMS OF POLICY CONFORMED TO STATUTE**

Terms of this policy that conflict with the statutes of the State in which this policy is issued are hereby amended to conform to such statutes.

#### **DECLARATIONS**

By acceptance of this policy, you agree that the statements in the "Declarations" are your agreements and representations, that this policy embodies all agreements existing between you and us or any of our agents relating to this insurance.

#### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### **PREMIUM AUDIT**

1. The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named "Insured" will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named "Insured" will get a refund.
2. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy and may not be waived.
3. Except as provided in paragraph a. above, the EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition continues to apply.

#### **POLICY PERIOD AND COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring during the policy period shown in the Declarations; and within the coverage territory.

The coverage territory is the United States of America, it's the territories and possessions and Canada, but does not include Mexico.

#### **SECTION VI - DEFINITIONS**

The language of this insurance policy includes certain common words for easy understanding. In this policy:

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".

"Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Declarations" means the page of this policy that identifies you the "Insured" and us the insuring Company and other information relating specifically to the insurance provided to you.

"Insured" means any person or organization qualifying as an "insured" in the WHO IS INSURED provision of the applicable coverage. Except with respect to the Limit of Liability, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

"Loss" means legal liability arising out of an "accident" occurring during the coverage period and resulting from the use of an "auto".

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;



5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in paragraphs above maintained primarily for purposes other than the transportation of persons or cargo. Self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged." Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Primary insurance" means the automobile "Bodily Injury" and "Property Damage" Liability insurance provided by the "primary insurer" and described in the "Declarations". The term "primary insurance" also includes any renewal thereof by the "primary insurer".

"Primary Insurer" means the insuring Company providing the underlying limits of "primary insurance."

"Property Damage" means damage to or loss of use of tangible property.

"Rental Agreement" means the written rental contract by which the "rentee" rents or leases the "rental vehicle" from the Named "Insured".

"Rentee" means the person or organization named in the "rental agreement" who rents or leases an "auto" from the Named "Insured".

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**NOTICE REGARDING TERRORISM PREMIUM  
(FOR COMMERCIAL AUTO INSURANCE)**

Schedule\*

Premium attributable to loss resulting from terrorism for the Commercial Automobile line of insurance is as follows:

1% of total Commercial Auto Premium

\*Information required to complete this Schedule, if not shown above will be shown in the Declarations.

A. Terrorism Risk Insurance Act

The federal Terrorism Risk Insurance Act of 2002 ("TRIA") was extended through December 31, 2007. As part of that extension, the Commercial Automobile line of insurance is no longer subject to TRIA as of January 1, 2006. The federal government will not share in Commercial Automobile terrorism losses.

B. Disclosure of Terrorism Premium

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.

(NAME OF INSURANCE COMPANY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### ADDITIONAL INSURED

This endorsement modified insurance under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective XX/XX/XX	
Named Insured	Countersigned by

(Authorized Representative)

Description of Auto:

AUTO USED IN THE INSURED'S RENTAL BUSINESS WHICH ARE REPORTED TO (COMPANY NAME) FOR COVERAGE FOR WHICH A PREMIUM CHARGE IS MADE.

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, SIGNED PRIOR TO A LOSS, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, EFFECTIVE THE DATE OF SIGNING SUCH CONTRACT OR AGREEMENT, SUCH PERSON OR ORGANIZATION

(Enter Name and Address of "Additional Insured".)

is an "insured," but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The above name "Additional Insured" is not extended coverage under any Uninsured/Supplement Uninsured Motorists Coverage nor any Personal Injury Protection or No Fault Coverage provided to any other "insured."

The "additional insured" is not required to pay for any premiums stated in the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the “additional insured” in all matters pertaining to this insurance.

We will mail the “additional insured” notice of any cancellation of this policy. If this cancellation is by us, we will give the required advance notice to the “additional insured.”

The “additional insured” will retain any right of recovery as a claimant under this policy.

POLICY NUMBER  
POLICY EFFECTIVE DATE  
NAMED INSURED

POLICY NO.:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FAMILY IMMUNITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
NON-TRUCKING POLICY  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Changes in LIABILITY COVERAGE

The following is added to EXCLUSIONS:

This insurance does not apply to:

“Bodily injury” to any “insured” or any family member of an “insured”

- a. who resides in the same household as an “insured; and
- b. while such “insured” or family member is occupying a covered “auto.”

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BROAD FORM WHO IS AN INSURED**

This endorsement modifies insurance under the following:

**EXCESS RENTAL LIABILITY COVERAGE FORM**

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

Endorsement Effective Date	Policy No.
Named Insured U-SAVE AUTO RENTAL U-SAVE AUTO RENTAL OF AMERICA U-SAVE CAR & TRUCK RENTAL	Countersigned by

(Authorized Representative)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

**SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with:

The following are “insureds”:

- If you are an individual, you and your spouse for any covered “auto”;
- If you are a corporation, your corporate officers, directors and their spouses for any covered “auto”;
- If you are a partnership, any partner of yours and their spouse for any covered “auto”;
- Your employee for any covered “auto”, but only while acting within the course and scope of his or her employment.
- Any other person(s) scheduled below for any covered “auto”.

Schedule of other persons:


Premium for

\$

Endorsement:

KI3055 0608

POLICY NUMBER:

**IMPORTANT POLICYHOLDER INFORMATION  
(ARKANSAS)**

Inquiries concerning your policy should be directed to your insurance agent or to our “policyholder/customer service” unit. The name, address and telephone number of your agent, if one is involved, and the address and phone number of our “policyholder/customer service” unit are shown on the policy and/or in the material accompanying the policy or as follows if not shown elsewhere:

If you require additional information you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Telephone: 1-800-852-5494



<i>SERFF Tracking Number:</i>	<i>STNA-125719110</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>KIC-08-001-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Commercial Auto Rental/Excess Auto Rental Program</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125719110 State: Arkansas  
Filing Company: National Specialty Insurance Company State Tracking Number: #? \$50  
Company Tracking Number: KIC-08-001-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
Product Name: Commercial Auto Rental/Excess Auto Rental Program  
Project Name/Number: Submission of Commercial Auto Rental/Excess Auto Rental Program/KIC-08-001

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/09/2008

**Comments:**

Attached are the AR NAIC Forms.

**Attachment:**

AR NAIC Forms.pdf

**Satisfied -Name:** Cover Letter - AR **Review Status:** Approved 07/09/2008

**Comments:**

Attached is the cover letter.

**Attachment:**

Cover Forms Only.pdf

**Satisfied -Name:** Letter of Authorization **Review Status:** Approved 07/09/2008

**Comments:**

Attached is the letter of authorization.

**Attachment:**

LOA AR Form.pdf

**Satisfied -Name:** ISO Forms Listing **Review Status:** Approved 07/09/2008

**Comments:**

Attached is the ISO forms listing.

**Attachment:**

AR.pdf

## Property &amp; Casualty Transmittal Document

Reset Form

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	State National Companies				<b>Group NAIC #</b>	0093
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
National Specialty Insurance Company	TX	22608	75-2816775			

<b>5. Company Tracking Number</b>	KIC-08-001-F
-----------------------------------	--------------

## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Wesley Pohler	AVP	(856)2160220	(856) 216-0303	wes@westmontlaw.com
25 Chestnut Street, Suite 105, Haddonfield, NJ 08033				
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Wesley Pohler		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	20.0 Commercial Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	20.0003 Other
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/a
<b>12. Company Program Title (Marketing title)</b>	Auto Rental/Excess Auto Rental Product
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:   Upon Approval   Renewal:   Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/a
<b>17. Reference Organization # &amp; Title</b>	N/a
<b>18. Company's Date of Filing</b>	07/08/2008
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # KIC-08-001-F

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Submission of the Company's commercial Auto Rental/Excess Auto Rental product.

[View Complete Filing Description](#)

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 29878

Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	KIC-08-001-F
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	KIC-08-001-R

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	See attached forms.		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



July 7, 2008

Department of Insurance  
Property and Casualty Division  
Forms and Rates Review

RE: **National Specialty Insurance Company**  
**NAIC #: 22608 FEIN #: 75-2816775**  
**Rental Auto Liability Coverage**  
**Excess Auto Rental Liability Coverage**  
**New Commercial Auto Program Submission for USave Auto Rental, Inc.**  
**Company Filing #: KIC-08-001-F**  
**Effective Date: Upon Earliest Possible Approval**

To Whom It May Concern:

Enclosed please find attached the Company's Rental and Excess Auto Rental New Program filing for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Rental and Excess Auto Insurance filing for your review and approval. This program will be used to insure franchise locations in your jurisdiction for USave Auto Rental, Inc. The primary policy will pay all sums an insured legally must pay as damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of a covered auto. The excess policy will pay all sums an insured legally must pay as damages in excess of the primary insurance previously mentioned. Attached are the forms that will be used with this filing.

The rates and rules to be used in coordination with the attached forms have been filed under separate cover letter as Company filing number KIC-08-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

***Wesley Pohler***

Wesley Pohler  
Assistant Vice President  
wes@westmontlaw.com

Enclosures

cc: S. Su



May 27, 2008

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904

**Re: Letter of Filing Authorization  
National Specialty Insurance Company  
Commercial Auto  
Initial Form Filing**

Dear Ladies/Gentlemen:

This letter will certify that Westmont Associates, Inc. has been given full authorization to submit the captioned filing on behalf of National Specialty Insurance Company. This authorization extends to all correspondence related to the referenced filing only. It does not apply to any subsequent filings made after the approval of the referenced filing.

Please direct all correspondence in relation to this filing directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning this filing, please contact Mr. Pohler at (856) 216-0220, Fax (856) 216-0303 or by email at [Wes@westmontlaw.com](mailto:Wes@westmontlaw.com).

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Cleff".

David M. Cleff  
Senior Vice President and General Counsel

Cc: File (Knight)

## **AR ISO FORMS LISTING**

The follow ISO forms are to be used in coordination with the Company's product:

- Deductible Liability Coverage Endorsement (SIR) – CA 03 01 03 06
- Silica or Silica Related Dust Exclusion for Coverage Autos – CA 23 94 03 06
- Covered Auto Designating Symbol – CA 99 54 07 97
- Common Policy Conditions – IL 00 17 11 98
- Nuclear Energy Liability Exclusion – IL 00 21 07 02
- Arkansas Changes – CA 01 62 03 06
- Arkansas Changes – Cancellation – IL 02 31 02 07